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UBER TECHNOLOGIES, INC.;

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

MDL No. 3084 CRB

Judge: Honorable Charles Breyer

This Document Relates to:

*Heather Worzalla v. Uber Technologies,
Inc., et al.*

Case No.: 3:23-cv-04731-CRB

**DEFENDANT AND THIRD-PARTY
PLAINTIFFS UBER TECHNOLOGIES,
INC., RASIER, LLC, AND RASIER-CA,
LLC'S THIRD-PARTY COMPLAINT**

DEFENDANTS' THIRD-PARTY COMPLAINT

Defendants and Third-Party Plaintiffs Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC (collectively, "Defendants" and "Third-Party Plaintiffs") by and through their attorneys, bring this Third-Party Complaint pursuant to Federal Rule of Civil Procedure 14 and hereby allege the following against Dencity Odeluga ("Third-Party Defendant"):

GENERAL ALLEGATIONS

1
2 1. Defendant and Third-Party Plaintiff Uber Technologies, Inc. is a California corporation
3 that is registered with and conducts business within the State of California.

4 2. Defendant and Third-Party Plaintiff Rasier, LLC is a limited liability company that is
5 registered with and conducts business within the State of California.

6 3. Defendant and Third-Party Plaintiff Rasier-CA, LLC is a limited liability company that
7 is registered with and conducts business within the State of California.

8 4. Based on information and belief, Third-Party Defendant Dencity Odeluga is an
9 individual residing in Calumet City, Illinois.
10

11 5. Third-Party Plaintiffs Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC are
12 Defendants in the above-entitled action wherein Heather Worzalla (“Plaintiff”), seeks damages for
13 injuries allegedly caused by Uber Technologies, Inc., Rasier, LLC, Rasier-CA, LLC and others, by
14 way of Plaintiff’s Original Complaint and Jury Demand, filed on September 14, 2023, in the United
15 States District Court for the Northern District of California, San Francisco Division, Case No. 3:23-cv-
16 04731-CRB, and Plaintiff’s Short-Form Complaint and Demand for Jury Trial, filed on April 9, 2024,
17 in the United States District Court for the Northern District of California, San Francisco Division, Case
18 No. 3:23-cv-04731-CRB, which incorporates by reference the allegations made in the Master Long-
19 Form Complaint filed on February 15, 2024, in the United States District Court for the Northern District
20 of California, San Francisco Division, Case No. 3:23-md-03084-CRB (collectively, the
21 “Complaint”). Third-Party Plaintiffs incorporate the Complaint herein for reference, and deny any
22 fault or liability for causing Plaintiff’s alleged injuries or damages.
23
24

25 6. By way of the Complaint, Plaintiff seeks damages arising from an alleged sexual assault
26 that purportedly occurred in Cook County, Illinois.

27 7. In the event that, as a result of the underlying action, it is determined that Plaintiff is
28 entitled to recover from Third-Party Plaintiffs, and there have been acts or omissions for which Third-

1 Party Plaintiffs are responsible or liable, said acts or omissions were caused by the primary and active
2 tortious or otherwise actionable conduct of Third-Party Defendant.

3 **JURISDICTION**

4 8. This Court has jurisdiction of the underlying action under 28 U.S.C. § 1332(a)(1)
5 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and because the
6 underlying action is between citizens of different states.

7 9. This Court has jurisdiction over this Third-Party Complaint pursuant to 28 U.S.C. §
8 1367(a) because the Third-Party Complaint shares a common nucleus of operative facts with the
9 underlying action so that the Third-Party Complaint is so related to the underlying action as to form
10 part of the same case or controversy.
11

12 **DIVISIONAL ASSIGNMENT**

13 10. Assignment in the Northern District of California, San Francisco Division, is
14 appropriate because the Judicial Panel on Multidistrict Litigation assigned the *In re: Uber*
15 *Technologies, Inc., Passenger Sexual Assault Litigation* to this Court for consolidated pretrial
16 proceedings pursuant to 28 U.S.C. section 1407 and the underlying action was directly filed in the
17 Northern District of California. *See* Case No. 3:23-md-03084-CRB, Dkt. 1 (“Transfer Order”), Dkt.
18 177 (“Stipulated Pretrial Order No. 6: Direct Filing”).
19

20 **FIRST CAUSE OF ACTION**

21 **(Express/Contractual Indemnity)**

22 11. Third-Party Plaintiffs incorporate by reference all preceding paragraphs as if fully set
23 forth herein.
24

25 12. Third-Party Defendant entered into multiple written agreements with Third-Party
26 Plaintiffs. Those agreements outline the respective rights and responsibilities relating to Third-Party
27 Defendant’s use of the Uber App. Of particular relevance here, Third-Party Defendant agreed to
28 indemnify and defend Third-Party Plaintiffs, including with respect to claims such as those asserted by

1 Plaintiff in the underlying Complaint against Third-Party Plaintiffs. The circumstances that give rise
 2 to Third-Party Defendant's contractual duty to indemnify and defend are the subject of Plaintiff's
 3 Complaint against Third-Party Plaintiffs.

4 13. Third-Party Defendant entered into a Platform Access Agreement ("PAA") with Rasier,
 5 LLC on July 23, 2022. This PAA governed Third-Party Defendant's "access to [Third-Party
 6 Plaintiffs'] Platform . . . which facilitates [Third-Party Defendant's] provision of rideshare or peer-to-
 7 peer transportation service . . . to account holders seeking to access certain types of P2P Service . . .
 8 ." (**Exhibit A – Platform Access Agreement, updated Jan. 1, 2022, p. 1**). It further granted Third-
 9 Party Defendant "a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during
 10 the term of this Agreement, to use our Platform" that was "[s]ubject to the terms and conditions of this
 11 Agreement." (*Id.* ¶ 2.1). The PAA required Third-Party Defendant, among other things, to comply
 12 with "all laws . . . that apply to [his] provision of Rides." (*Id.* ¶ 2.2).

14 14. In connection with the PAA, Third-Party Defendant also entered into an Indemnity
 15 Agreement with Rasier, LLC on July 23, 2022. The Indemnity Agreement provides:

17 To the maximum extent permitted by applicable law, you will indemnify,
 18 defend (at our option) and hold us and our affiliates and each of our and
 19 their respective officers, directors, employees, agents, or shareholders
 20 harmless from and against all claims, liabilities, expenses (including
 21 reasonable attorney's fees and related expenses), damages, penalties,
 22 fines, social security contributions and taxes ("*Losses*") asserted by a
 third party and arising out of or related to your breach or alleged breach
 of the Agreement or this Indemnity Agreement, your provision of Rides,
 your access to our Platform or your interaction with any third party.

23 (**Exhibit B—Indemnity Agreement, Updated Jan. 6, 2020, ¶ 1.1**).

24 15. The PAA and the Indemnity Agreement provide that the law that governs the
 25 agreements is the law of the state where Third-Party Defendant resided when he entered into the
 26 agreements. (**Ex. A, ¶ 12.7, Ex. B, ¶ 6**). Based on information and belief, Third-Party Defendant
 27 resided in Illinois.
 28

16. Plaintiff's Complaint alleges, among other things, conduct entitling Plaintiff to compensatory damages against Third-Party Plaintiffs. Specifically, Plaintiff's Complaint alleges that on or about September 13, 2022, while Third-Party Defendant was providing her a ride using the Uber App:

[Third-Party Defendant] pulled off the interstate and exposed his penis to Plaintiff to urinate in a jar. Plaintiff demanded that [he] let her out of the Vehicle . . . [Third-Party Defendant] declined, locked the doors, and continued to drive. Plaintiff contacted the police and gave her location. Plaintiff was instructed to give the phone to [Third Party Defendant] On speaker phone, [Third-Party Defendant] was instructed by law enforcement to pull over. . . . [Third-Party Defendant] continued driving for miles, passing locations that were appropriate to stop the vehicle. [Third-Party Defendant] eventually pulled over to let Plaintiff out of his vehicle. [Third-Party Defendant] was instructed by law enforcement to stay at the scene, but instead [he] sped off.

(Pl.'s Compl. For Damages and Demand for Jury Trial, filed on September 14, 2023, United States District Court for the Northern District of California, San Francisco Division, Case No. 3:23-cv-04731-CRB, ¶¶65-68; Pl.'s Short-Form Compl. and Demand for Jury Trial, filed on April 9, 2024, United States District Court for the Northern District of California, San Francisco Division, Case No. 3:23-cv-04731, ¶C.1 ("The Plaintiff was sexually assaulted, harassed, battered, or otherwise attacked by [Third-Party Defendant] in connection with a ride facilitated on the Uber platform in Cook County, Illinois on September 13, 2022"))).

17. The damages alleged by Plaintiff arise out of or relate to Third-Party Defendant's alleged tortious or otherwise actionable conduct, which arises out of or relates to his breach of the PAA and the Indemnity Agreement with Third-Party Plaintiffs, provision of rides, access to Third-Party Plaintiffs' platform, and interaction with a third party.

18. Third-Party Defendant's alleged tortious or otherwise actionable conduct is therefore covered by the agreements to indemnify Third-Party Plaintiffs and gives rise to Third-Party Defendant's contractual duty to indemnify and defend.

26. If Third-Party Plaintiffs are held vicariously liable for Third-Party Defendant's conduct, any such pretort relationship giving rise to vicarious liability also gives rise to implied indemnity under Illinois law.

27. Third-Party Plaintiffs deny liability for the events and occurrences described in Plaintiff's Complaint, and, if Plaintiff has been injured or damaged as alleged in the Complaint, any such injuries or damages were directly and proximately caused and contributed to by the negligence or other tortious conduct of Third-Party Defendant.

28. As a result, if Third-Party Plaintiffs are found in some manner liable to Plaintiff in this action under any theory of recovery, Third-Party Plaintiffs allege that their liability would be based solely upon a derivative form of liability not resulting from their conduct, and, therefore, are entitled to complete indemnity from Third-Party Defendant.

29. Under the foregoing circumstances, Third-Party Plaintiffs are entitled to be fully indemnified by Third-Party Defendant for any amounts which may in good faith be paid by way of compromise, settlement, or judgment. Additionally, Third-Party Plaintiffs are entitled to all costs, expenses, and attorneys' fees that Third-Party Plaintiffs incurred in the defense of the underlying action brought by Plaintiff and the prosecution of this Third-Party Complaint.

THIRD CAUSE OF ACTION

(Contribution under 740 ILCS 100/2)

30. Third-Party Plaintiffs incorporate herein each allegation set forth above.

31. If Plaintiff has been injured or damaged as alleged in the Complaint, any such injuries or damages were directly and proximately caused and contributed to by the negligence or other tortious conduct of Third-Party Defendant, such that Third-Party Defendant is subject to liability in tort to Plaintiff.

32. At the time of the incident alleged in the Complaint, there was in full force and effect in the State of Illinois a statute entitled "Joint Tortfeasor Contribution Act." 740 ILCS 100/0.01, *et. seq.*

1 3. For judgment against Third-Party Defendant on the Third Cause of Action, in the form
2 of contribution based on Third-Party Defendant's pro rata share of liability of any sums adjudged
3 against Third-Party Plaintiffs, if any, in favor of Plaintiff herein;

4 4. For a judicial determination on the Fourth Cause of Action of the responsibilities of
5 Third-Party Defendant to fully or partially indemnify and hold Third-Party Plaintiffs harmless from
6 any damages, judgment, or other awards that may be recovered against Third-Party Plaintiffs by
7 Plaintiff on the Complaint pursuant to principles of indemnity or contribution;

8 5. For any other equitable decree or order required to apportion liability and damages, and
9 ensure Third-Party Defendant reimburses Third-Party Plaintiffs for any payments they make to Plaintiff
10 in excess of Third-Party Plaintiffs' proportionate share of fault, if any;

11 6. That Third-Party Plaintiffs be awarded their attorneys' fees and costs incurred in this
12 action to the extent permitted by law; and
13

14 7. For any and such further relief as the Court may determine is just and proper.
15

16 DATED: December 18, 2024

Respectfully submitted,

17 **SHOOK HARDY & BACON L.L.P.**

18 By: /s/ Maria Salcedo

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